## Exhibit 8

From: Robert Klugman <rklugman@storcapital.com>

**To:** Rosenberg, Todd

 CC:
 RICHARD MARKOWITZ

 Sent:
 10/3/2010 12:18:32 PM

**Subject:** Re: Minor Comments/Questions

thank you

On Oct 3, 2010, at 9:50 AM, Rosenberg, Todd wrote:

Rob,

Please see responses below.

**Todd D. Rosenberg, Esq.**Crowell & Moring LLP
1001 Pennsylvania Avenue, N.W.

Washington, D.C. 20004 Phone: 202-624-2689 Fax: 202-628-5116

Email: trosenberg@crowell.com

This e-mail is confidential and may be privileged. Use or disclosure of it by anyone other than a designated recipient is unauthorized. If you are not an intended recipient, please contact the sender at 202/624-2500 and delete this e-mail.

IRS Circular 230 Disclosure: To comply with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this communication, including attachments, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any penalties that may be imposed on such taxpayer by the Internal Revenue Service.

From: Robert Klugman [mailto:rklugman@storcapital.com]

**Sent:** Sun 10/3/2010 8:38 AM

**To:** Rosenberg, Todd **Cc:** Richard Markowitz

**Subject:** Minor Comments/Questions

Todd,

I had some minor comments from the conference call which I din't think necessarily rose to the level of the discussion that was taking place. Any thoughts/answers you could provide would be appreciated.

Rob

1) In 2.2, I didn't understand the final parenthetical - could you explain?

[Language says that you will not have any responsibility for any Development Costs unless you make an investment as an Argre Investor (implied, though we could clarify, that you would then only have whatever your pro rata responsibility was as an Argre Investor).]

- 2) 5.1 and 5.2 contains some significantly expanded language relative to the last draft. As I mentioned to Rich, I still think it gets to the end result but could give me little color as to why it got that way? [Results from going more to the private equity model than from the model in Broadgate where fees were paid out of \$\$ returned to the investor. Expanded language makes clear that the splits reflects the full economics.]
- 3) Also in 5.2 there is a line that says "if Stor, as an Argre Investor, consummates a direct Investment directly". Is this redundant or meant as something else? [can just say: "consummates a direct Investment"]
- 4) Lastly, in 5.2, regarding structuring form a tax efficient standpoint, does there need to be some sort of "reasonableness" or "so long as no party is adversely effected" language? [Language already says efficient from a tax standpoint to all parties.]